



June 10, 2009

2DB00-SAB-10-110

Dear Prospective Offerors:

SOLICITATION NUMBER 210693 FOR REFURBISHMENT OF THREE EXHAUSTERS

Washington River Protection Solutions, LLC (WRPS) requests firm fixed price proposals for REFURBISHMENT OF THREE EXHAUSTERS (POR-107, POR-126, and POR-127). The delivery of the three systems is required by September 30, 2010. The requested work is in support of WRPS's Prime Contract DE-AC27-08RV14800 with the U.S. Department of Energy, Office of River Protection.

Information regarding the submission of a proposal is contained in the attached Solicitation.

The proposal is due by **2:00 p.m. on June 23, 2010** as indicated in Section 2.1 of this solicitation.

Access to related RFP drawings will be made available upon receipt of intent to propose.

WRPS looks forward to your response.

Very truly yours,

A handwritten signature in black ink that reads "Steve A. Burrington". The signature is written in a cursive, flowing style.

Steve Burrington,
Procurement Specialist

Attachment

SOLICITATION 210693 CONTENTS

PART A – SOLICITATION.....	3
1.0 Introduction.....	3
1.1 WRPS Not Obligated – Irregularities and Notifications.....	3
1.2 Solicitation Amendments.....	3
2.0 Proposal Submittal.....	3
2.1 Deadline.....	4
2.2 Identification and Delivery.....	4
2.3 Withdrawal.....	4
2.4 Notification of Intent to Propose.....	4
2.5 Questions/Comments Regarding the Solicitation.....	5
3.0 Basis for Award.....	5
3.1 Qualification Standards.....	5
3.2 Lowest-Price, Technically-Acceptable Proposal Selection Process.....	5
3.3 General Proposal Requirements.....	5
3.4 Acceptance of Terms and Conditions.....	6
3.5 Proposal Validity Period.....	7
4.0 Notices.....	7
4.1 Identification of Proprietary Data.....	7
4.2 Financial Capability Determination Information.....	7
4.3 North American Industry Classification System (NAICS) Code and Size Standard.....	7
4.4 Buy American Act Compliance.....	7
PART B – SOLICITATION EXHIBITS.....	9
EXHIBIT 1. PRICE FORM.....	10
EXHIBIT 2. PAST PERFORMANCE.....	11
EXHIBIT 3. PROPOSED LOWER-TIER SUBCONTRACTORS.....	12
EXHIBIT 4.. REPRESENTATIONS AND CERTIFICATIONS.....	13
EXHIBIT 5.. AGREEMENT EXCEPTIONS.....	16
EXHIBIT 6. VENDOR ESH&Q QUESTIONNAIRE.....	16
PART C – MODEL SUBCONTRACT.....	17

PART A – SOLICITATION

1.0 Introduction

Washington River Protection Solutions, LLC (WRPS) acting under its contract with the U.S. Department of Energy – Office of River Protection, requests Offeror to submit a proposal for a firm fixed price type of subcontract to provide REFURBISHMENT OF THREE EXHAUSTERS. Part A of this Solicitation describes the proposal submittal requirements, instructions, and applicable exhibits/certifications. Part B contains all of the solicitation exhibits. Part C is the Model Subcontract, which contains all of the terms and conditions, attachments, and references that will govern performance of the work.

1.1 WRPS Not Obligated – Irregularities and Notifications

WRPS is not obligated to pay any costs incurred in the preparation and submission of Offeror's proposal, nor required to enter into a subcontract or any other arrangement with Offeror.

1.2 Solicitation Amendments

The Procurement Specialist may issue one or more amendments to the solicitation to make changes or to resolve any problems regarding the solicitation. The Procurement Specialist will issue the amendment in time for prospective Offerors to incorporate any changes into their proposals. If this solicitation is amended, then all terms and conditions that are not amended will remain unchanged. **YOUR FAILURE TO ACKNOWLEDGE THE RECEIPT OF THE AMENDMENT AT THE DESIGNATED LOCATION BY THE SPECIFIED DATE AND TIME MAY RESULT IN REJECTION OF YOUR OFFER.**

2.0 Proposal Submittal

WRPS prefers that the proposal be submitted via e-mail provided that it includes appropriate signatures where required. If Offeror does not have the capability to transmit a signed electronic proposal, Offeror may submit an unsigned proposal via e-mail, however, a signed original or fax must also be submitted. If an e-mail proposal (without signature) is submitted in order to meet the deadline, Offeror must also transmit a signed original via U.S. Postal Service or delivery service by deadline to be considered responsive. Offeror may submit a CD/disk via U.S. Postal Service, if desired. Identify the name of the Procurement Specialist and the Solicitation number to which Offeror is responding on the fax, e-mail, or postal transmittal document.

2.1 Deadline

The proposal is due by **2:00 P.M. on June 23, 2010.**

2.2 Mandatory Preproposal Conference and Jobsite Inspection

Offerors are required to attend a bid explanation meeting and site visit in order to become acquainted with the Scope of Work and Site Conditions. The bid explanation meeting and site inspection is scheduled on June 15, 2010 at 10:00 am. Offerors are to meet at building 2704HV in Office F210. Conference room TBD. Please contact the Procurement Specialist for further details.

2.3 Identification and Delivery

Address a proposal sent via the U.S. Postal Service to:

Response to Solicitation No. 210693
Steve Burrington, MSIN: H6-16
Washington River Protection Solutions, LLC
P.O. Box 850
Richland, WA 99352

The address for a proposal sent via another delivery service is:

2440 Stevens Center Place
Richland, WA 99354

Procurement Specialist Contact Information:

Name: Steve Burrington
Phone Number: (509)376-1677
Fax Number: (509)373-2551
Email Address: Steve_A_Burrington@rl.gov

2.4 Withdrawal

Offeror may withdraw its proposal by written or electronic notice received at any time prior to award.

2.5 Notification of Intent to Propose

WRPS requests that each prospective Offeror notify the procurement specialist by e-mail no later than 2:00pm on June 14, 2010 whether the Offeror intends to submit a proposal in response to this Solicitation. The Offeror may transmit the notification to the

Procurement Specialist via e-mail or fax. Related drawings to the subject RFP will be made available upon Procurement Specialists receipt of intent to propose.

2.6 Questions/Comments Regarding the Solicitation

The Offeror must submit any comments or questions regarding the solicitation to the Procurement Specialist no later than 2:00pm on June 15, 2010. The Offeror shall transmit questions and comments via fax or e-mail per Section 2.2 above. The Procurement Specialist will answer all questions in writing for the benefit of all prospective Offerors.

3.0 Basis for Award

WRPS may award one subcontract as a result of this solicitation. Award will be made to the Offeror with the lowest price technically acceptable proposal. This solicitation provides the basis for WRPS's evaluation and is keyed to the selection process. Offerors are also advised that WRPS reserves the right to award a subcontract based upon initial offers and without further discussions with offerors. Offeror should provide their best price and technical offers initially.

3.1 Qualification Standards

Offerors who do not possess the minimum qualifications and resources necessary to perform the proposed work are not encouraged to incur proposal costs and other expenses involved in competitive submissions.

3.2 Lowest-Price, Technically-Acceptable Proposal Selection Process

WRPS will award a subcontract to the responsible offeror whose proposal is the lowest price technically acceptable. Non-cost/price evaluation factors, such as schedule, are less important than price.

3.4 Proposal Instructions

3.3 General Proposal Requirements

Organize the proposal as outlined below. Prepare the proposal simply and economically and provide a straightforward and concise presentation of the information requested in the Solicitation Request. Proposals submitted electronically must consist of separate files for the Technical Proposal and the Business and Price Proposal.

3.3.1 Volume I – Technical Proposal

- The Offeror shall provide a technical approach that specifically addresses a plan to refurbish the subject RFP exhausters as per the SOW (Page limit 30 pages).

- Key personnel. Attach résumés of key personnel (No page limit).
- Submit Past Performance Data Form. (See attached exhibit.)

3.3.2 Volume II – Business and Price Proposal

Please provide a proposal for a firm fixed price contract. Standard payment terms are Net 30. Prompt payment discounts will be considered and should be included in the proposal.

3.3.2.1 Representations and Certifications

For this solicitation, an offeror is required to have an electronic Representations and Certifications on file with WRPS for the North American Standard Coding System (NAICS) code identified in the paragraph entitled “North American Industry Classification System (NAICS) Code and Size” below. The certification for this specific NAICS code will be valid for twelve (12) months from its submission unless your firm’s business conditions change and an updated Representations and Certification submission is then required to be submitted electronically. (See attached Exhibit).

3.3.2.2 Additional Information

In order for WRPS to adequately evaluate the proposal, some additional information is required. Please complete and return all forms and documents listed below:

- Pricing Form (Exhibit 1).
- Past Performance (Exhibit 2).
- Proposed Lower-Tier Subcontractors (Exhibit 3).
- Representation & Certification (Exhibit 4).
- Agreement Exceptions (Exhibit 5).
- Vendor ESH&Q Requirements Questionnaire (Exhibit 6).

3.4 Acceptance of Terms and Conditions

The subcontract resulting from this Solicitation will be substantially the same as the Model Subcontract that is contained in Part C of the Solicitation. Unless otherwise noted in the proposal, Offeror’s submission of a proposal signifies unqualified acceptance of all of the technical requirements and other terms and conditions of the subcontract that are contained in or referenced in this Solicitation. Interpretations established by Offeror to any part of this Solicitation may be considered an exception.

3.4.1 Exceptions to Technical Requirements and Other Terms and Conditions

Offeror must describe any exceptions (on the Agreement Exceptions form in Part B of this Solicitation) to the technical requirements and other terms and conditions of the Model Subcontract in Part C on which the proposal is based. WRPS considers compliance with the technical requirements and terms and conditions of the Subcontract to be essential. In case of doubt, Offeror should request clarification from the Procurement Specialist. If any exceptions are taken to the requirements of the Solicitation, the pricing shall be based on the requirements of the Solicitation and the exception(s) priced as alternates. If the proposal is based only on the proposed exceptions, WRPS may determine the proposal to be non-responsive.

3.5 Proposal Validity Period

Offeror's proposal shall remain firm for 90 days after the proposal due date.

4.0 Notices

4.1 Identification of Proprietary Data

If the Offeror submits any data which it considers proprietary data as part of its proposal, the document transmitting the data or which contains the data, shall be boldly marked indicating that the data included is considered to be proprietary.

4.2 Financial Capability Determination Information

WRPS reserves the right, prior to award, to require Offeror to submit information which WRPS will use to make a determination whether Offeror has the financial capability to perform the contemplated subcontract. Such information may include, but not be limited to: annual reports; lines of credit with financial institutions and suppliers; and any other information that may be required to make the appropriate determination.

4.3 North American Industry Classification System (NAICS) Code and Size Standard

WRPS has determined that North American Industry Classification System (NAICS) Code **811310** applies to this acquisition. Therefore, the size standard for determining whether an Offeror is a small business in regard to this solicitation is **less than 500 employees**.

4.4 Buy American Act Compliance

The provisions of this procurement include each of the Federal Acquisition Regulation (FAR) clauses that may be applicable to this proposal, as well as any resulting purchase order or Subcontract. The applicability of a specific FAR clause is based on the proposed

dollar amount of your proposal for the supplies or materials provided under a services Subcontract.

The applicable FAR clauses in the Subcontract provisions and the corresponding clause for which identification may be required are shown below:

FAR Clause in Subcontract Provisions	Corresponding FAR Clause Requiring Offeror Certification
FAR 52.225-1, "Buy American Act—Supplies" (Jun 2003)	FAR 52.225-2, "Buy American Act Certificate" (Jun 2003)
FAR 52.225-3, "Buy American Act—Free Trade Agreements—Israeli Trade Act"(Jan 2004)	FAR 52.225-4, "Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate" (Jan 2005) Alternate I - applies if the quote for an end item or supplies under a time-and-materials subcontract is \$25,000 or more but less than \$50,000. Alternate II - applies if the quote for an end item or supplies under a time-and-materials subcontract is \$50,000 or more but less than \$58,550.
FAR 52.225-5, "Trade Agreements" (Jan 2005)	FAR 52.225-6, "Trade Agreements Certificate" (Jan 2005)

PART B – SOLICITATION EXHIBITS

Exhibit	Description
1	Price Form
2	Past Performance Data Form
3	Proposed Lower-Tier Subcontractors
4	Representation and Certification Form
5	Agreement Exceptions
6	Rate Schedule – All Inclusive Labor Rates
7	H-14 Drawings and DMJM Cad files*

*** Related drawings to the subject RFP will be made available upon Procurement Specialists receipt of intent to propose.**

EXHIBIT 1. PRICE FORM**PRICE FORM**

Line	Description	Quantity	Price	Total
1	Refurbishment of Exhauster (POR-107)	1 each		
2	Refurbishment of Exhauster (POR-126)	1 each		
3	Refurbishment of exhauster (POR-127)	1 each		
			TOTAL	

EXHIBIT 2. PAST PERFORMANCE

Rev. 0

1/1/03

Please type or print at least four (4) and as many as five (5) references to recently completed or substantially complete contracts with requirements similar to those described within this solicitation.

CLIENT NAME CONTACT NAME TELEPHONE NO.	CONTRACT NO. CONTRACT DATE	START DATE END DATE CONTRACT VALUE	CONTRACT TERMINATED? (Y/N) <i>Explain in attachment</i>

NAME AND ADDRESS OF OFFEROR	NAME OF SIGNER
	TITLE OF SIGNER
	DATE
OFFEROR <i>(Signature of person authorized to sign)</i>	

EXHIBIT 3. PROPOSED LOWER-TIER SUBCONTRACTORS

Rev. 1

7/12/06

Please type or print the names and contact information for all of the lower-tier subcontractors. Use additional sheets if necessary.

LOWER-TIER SUBCONTRACTOR/SUPPLIER CONTACT NAME TELEPHONE NO.	DESCRIPTION OF SERVICES TO BE PROVIDED	APPROXIMATE AWARD AMOUNT

NAME AND ADDRESS OF OFFEROR	NAME OF SIGNER
	TITLE OF SIGNER
	DATE
OFFEROR <i>(Signature of person authorized to sign)</i>	

EXHIBIT4. REPRESENTATIONS AND CERTIFICATIONS

Rev. C

11/3/2008

WRPS is performing this work under a Federal prime contract. This prime contract requires WRPS to obtain certain information and certifications from your company. You are required to thoroughly read and understand this form and submit electronically to WRPS. The Representations and Certifications shall be submitted by an individual authorized to commit your company. An award to your company cannot be made until this document is completed and submitted to WRPS.

The offeror represents and certifies as part of its offer that:

1. Small Business Program Representations (FAR 52.219-1, modified) (October 2001)

- (a) The North American Industry Classification System (NAICS) code for this certification is 333412. The small business size standard is under 500 employees.
- (b) Based on NAICS code identified above, The Subcontractor's business is classified by the Small Business Administration standards as:

Large _____

Other _____

If Other Specify type here _____

Subcontractor agrees to submit and maintain an accurate Vendor Registration Form (www.hanford.gov/chgcp/) including Subcontractor's proper legal name, tax status and business description as defined by the Small Business Administration (www.sba.gov) and in the federal Small Business Act (P.L. 85-536).

2. Previous Contracts and Compliance Reports (FAR 52.222-22) (Feb 1999)

Subcontractor complies with all requirements of federal and State of Washington statutes, ordinances, rules and regulations, codes, and orders related to equal employment opportunity and operation of non-segregated facilities

3. Affirmative Action Compliance (FAR 52.222-25) (Apr 1984)

Subcontractor complies with all applicable reporting and affirmative action program requirements of federal Executive Order (E.O.) 11246 and the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2).

4. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (FAR 52.209-5) (Jan 2001)

Neither Subcontractor nor any of its principals: (a) are presently debarred, suspended, proposed for debarment, or ineligible for the award of contracts by any federal agency; (b) have, within a 3-year period preceding this date, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local government) contract or subcontract; been in violation of federal or state antitrust statutes relating to the submission of offers; or been convicted of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements,

or receiving stolen property; or been indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in (b) above.

5. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. (FAR 52.203-11) (Apr 1991)

No person or company, other than Subcontractor's employee(s) or affiliate firms, has/have been paid to solicit or obtain this Contract nor has any agreement been made to pay a person or company a commission, fee, or any form of compensation contingent upon award of this Contract.

6. Certification of Toxic Chemical Release Reporting (FAR 52.223-13) (Oct 2000)

Any facility utilized in the performance of this contract has not been listed on the Environmental Protection Agency List of Violating Facilities as provided in the Federal Clean Air Act, or Clean Water Act, as respectively amended.

7. Certification of Anti-Kickback (FAR 52.203-7) (July 1995)

Subcontractor certifies that it has not (a) provided, attempted or offered to provide; (b) solicited, accepted or attempted to accept; or (c) included, directly or indirectly, the amount of any kickback as defined by 41 U.S.C. Sections U51-58 with respect to this action.

8. Certification of Buy American Act Compliance

Subcontractor certifies that only domestic end products will be proposed unless otherwise specifically identified in the Subcontractors proposal(s), in accordance with the Buy American Act 41 U.S.C. 10 as amended and the Federal Acquisition Regulations (FAR).

9. Certification of Independent Pricing

Subcontractor prices have been arrived at independently, and without consultation, communication, agreement, or condition that relates to this action by any other Subcontractor or competitor in violation of antitrust or fair trade/anti-competitive laws. The Subcontractor has not, and shall not, disclose offered prices to any other Subcontractor or competitor prior to award of a resulting contract or cancellation of a solicitation. Subcontractor has not attempted to induce any other person or firm to submit, or not submit, an offer in response to this action. Subcontractor warrants that the prices offered do not exceed those currently offered to any other customer for the same or similar quantities of the same or similar goods or services which includes any future pricing modifications.

SUBMISSION CERTIFICATION

By submitting this form, the Subcontractor certifies, under penalty of law, its business is an independent business concern free to enter into a binding agreement or Subcontract with WRPS without any restrictions from another business entity or parent company. If otherwise, Subcontractor must identify the parent company or controlling entity. An "independent business concern" is defined in the Revised Code of Washington (RCW) 50.04.140. The Subcontractor certifies that the above certifications are accurate, current and complete. The Subcontractor further certifies that it will notify WRPS of any changes to these certifications. The certifications made by the

Subcontractor, as contained herein, concern matters within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent representation or certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Exception(s) to Certifications

An exception to any certification above will not necessarily result in withholding of an award. However, the certification will be considered in connection with a determination of the Subcontractors responsibility. Failure to provide additional information as requested by WRPS may render the Subcontractor non-responsible.

Subcontractor shall list any exception(s) to the above certifications below.

--

Name of Person responsible for submission of this form:

Title of Responsible Person:

Name of Organization:

Date Submitted:

Signature

Date

EXHIBIT 5.. AGREEMENT EXCEPTIONS

NOTICE: Any exceptions to the proposed subcontract terms and conditions must be indicated below. Washington River Protection Solutions, however, reserves the right to disqualify offers which deviate from the Solicitation, If the offeror has no exceptions, please write "None" below.

NAME AND ADDRESS OF OFFEROR	NAME OF SIGNER
	TITLE OF SIGNER
	DATE
OFFEROR <i>(Signature of person authorized to sign)</i>	

EXHIBIT 6. RATE SCHEDULE - ALL INCLUSIVE LABOR RATES

1. **VACATION:** Includes vacations, statutory holidays, sick and other leave with pay.
2. **ALLOWANCES:** Includes workers compensation, unemployment insurance, and other taxes and insurance's measured by payroll, established employee benefits such as pension, health and life insurance's, bonus programs (excluding profit sharing), union assessments (if any), training funds, and industry and administration funds.
3. **OVERHEAD AND PROFIT:** May be added to the base rate for all personnel categories who may be required to charge directly to the Work. Additionally, Overhead and Profit for all-inclusive rates shall include all home office and all temporary construction facilities. **NOTE:** Personnel categories which charge to indirect overhead and/or General and Administrative (G&A) are not to be included or listed as direct charge personnel.
4. **ALL INCLUSIVE RATE:** Based on (INSERT) _____ hours per week (INSERT) _____ hours per day, (INSERT) _____ days per week.
5. **TRAVEL ALLOWANCE:** (INSERT IF APPLICABLE) _____ miles for radius allowance (applicable to site only).
6. **OVERTIME:** The overtime rate per hour shall be limited to the actual cost to contractor of the premium portion only of all applicable wages, craft fringe benefits and payroll burdens imposed by any governmental authority and measured by the compensation payable to employees. To establish the amount of payment, Contractor shall submit supporting documents and content to WRPS for its verification and approval. If only one overtime rate is shown, it shall be applicable for all overtime hours.
7. **LABOR RATES** entered in the above schedule shall be based on labor agreements, if any, and rates in effect on the Proposal closing date, unless otherwise noted. The quoted labor rates may be adjusted as approved by WRPS to reflect subsequent changes in labor agreements or rates if applicable.
8. No Charges will be accepted by WRPS for labor not listed in Rate Schedule "A".

**SOLICITATION NO: 210693**

9. Labor rates for stand-by time when specifically ordered by WRPS shall be at _____ % inclusive rates in this Rate Schedule "A" less the profit portion thereof.

[illegible]

NOTE THE OVERHEAD (____%) IS CALCULATED UTILIZING THE “BASE RATE”

PART C – MODEL SUBCONTRACT

Subcontract No. TBD	Effective Date: July 30, 2010
Issued By: Washington River Protection Solutions, LLC P.O. Box 850 Richland, WA 99352	Subcontractor: TBD

This Subcontract is effective as of July 30, 2010 between Washington River Protection Solutions (WRPS) and TBD (“SUBCONTRACTOR”) who hereby agree that all Work specified below, which is a portion of the goods and services to be provided by WRPS for the United States Department of Energy, shall be performed by the SUBCONTRACTOR in accordance with all the provisions of the Subcontract.

-
- 1. Work to be Performed:** Except as specified elsewhere in the Subcontract, SUBCONTRACTOR shall furnish all labor and materials necessary and required to satisfactorily perform work in accordance with Statement of Work #: 210693 June 2, 2010.
 - 2. Period of Performance:** The Subcontract period of performance is specified as: July 30, 2010 through September 30, 2010.
 - 3. Contract Type:** Firm Fixed Price
 - 4. Total Value of Subcontract:** TBD
 - 5. Compensation:** As full consideration for the satisfactory performance by SUBCONTRACTOR of this Subcontract, WRPS shall pay to SUBCONTRACTOR compensation in the amount of TBD for refurbishment of each exhauster, consistent with the payment provisions of this Subcontract.
 - 6. Payment Terms:** Payment will be made within 30 calendar days after receipt of a properly prepared invoice unless otherwise agreed to between SUBCONTRACTOR and WRPS.
 - 7. Authorized Personnel:** Only the following named WRPS individuals are authorized to make changes to this document:

Steve Burrington, Procurement Specialist
Alice Hendrickson, Procurement Specialist
J. M. Robinson, Manager, Procurement

- 8. Designation of Technical Representative:** WRPS hereby designates the following as the WRPS's Technical Representative (BTR), for this Subcontract:
Name: TBD

Phone: (509) -

Mail Stop:

9. Special Provisions

9.1 Ship to Address

All shipping skids, containers, and paperwork are to be marked with the following legend:

U.S. Department of Energy
c/o Washington River Protection Solutions, LLC.
2355 Stevens Dr.
Richland, WA 99352
Attn: Subcontract No. TBD

9.2 Service Contract Act Wage Determination

This Contract is subject to the McNamara-O'Hara Service Contract Act of 1965 (SCA). In accordance with the SCA, the SUBCONTRACTOR shall pay service employees, employed in the performance of this Subcontract, no less than the minimum wage and furnish fringe benefits in accordance with the incorporated Wage Determination.

During the term of this Subcontract, WRPS may unilaterally modify this Subcontract to incorporate revised Wage Determinations. If a Wage Determination (or revision) is incorporated after award and the contractor has to adjust rates payable to employees covered by the SCA in order to comply with the specified minimum wages and fringe benefits, the contractor may request an equitable adjustment in accordance with the provisions of this Subcontract.

For reference, a copy of the most recent Hanford Area Blanket Wage Determination is posted on the web site at [Service Contract Act Wage Determination](#). A Directory of Occupations and more information about the Service Contract Act can be found on the Department of Labor web site at <http://www.oalj.dol.gov/libdot.htm>

10. Quality Assurance/Inspection Requirements

All items are subject to inspection at the Supplier's facility or Supplier's subcontractor's facility by a Buyer's quality representative. Supplier shall notify Buyer at least 5 working days in advance of the time items will reach any inspection hold point established by the Buyer in the procurement package.

10.1 Nonconformance Documentation and Reporting

All nonconformances identified at the Supplier's facility with a proposed disposition of "Accept" or "Repair" shall be approved by the Buyer before any corrective action is taken by the Supplier on the nonconformance.

Accept: A disposition that a nonconforming item will satisfactorily perform its intended function without repair or rework.

Repair: A disposition requiring the processing of a nonconforming item so that its characteristics meet the requirements listed in the disposition statement of the nonconformance report.

Nonconformance shall be documented by the Supplier on the Supplier's nonconformance form. After documenting the nonconformance, disposition and technical justification, the form shall be forwarded to the Buyer.

After the recommended disposition has been evaluated by the Buyer, the form shall be returned to the Supplier with a disposition of approval or rejection. The Supplier may take corrective action on the nonconformance only after the form is approved.

The Supplier's nonconformance form shall be shipped with the affected item.

10.2 Inspection and Test Report

The Supplier shall submit legible, reproducible copies of Inspection/Test Reports.

The report(s) shall include the following:

1. Identification of the applicable inspection and/or test procedure utilized.
2. Resulting data for all characteristics evaluated, as required by the governing inspection/test procedure.
3. Traceability to the item inspected/tested, (i.e., serial number, part number, lot number, etc.).
4. Signature of the Supplier's authorized representative or agency which performed the inspections/tests.

One copy of the documentation, unless otherwise specified, shall accompany the applicable item(s) shipped.

10.3 Certification of Calibration

The Supplier shall submit legible, reproducible copies of Certificates of Calibration, which are traceable to the National Institute of Standards and Technology, for each article ordered. Each certificate shall be identified with:

1. The Buyer's Purchase Order/Contract Order number.
2. Identification of the article to which the certificate applies.

3. The standards used for calibration. Each calibration certificate shall be signed by the Supplier's representative that is responsible for the calibration to attest to its authenticity.

One copy of the documentation, unless otherwise specified, shall accompany the applicable item(s) shipped.

10.4 Nationally Recognized Testing Laboratory (NRTL) Listed or Labeled

All electrical control panels and electrical equipment (a general term including material, fittings, devices, appliances, luminaries [fixtures], apparatus, and the like used as a part of, or in connection with, an electrical installation) delivered or brought onto the site in performance of this contract must be listed or labeled by an organization currently recognized by OSHA as a nationally recognized testing laboratory (NRTL).

A. All electrical equipment installed as part of this contract must comply with the National Electric Code (NEC), NFPA 70 and where applicable ANSI C2 (NESC). The Buyer reserves the right to inspect electrical equipment and installations. Contractor is responsible for notifying Buyer when installations are available for inspection.

B. Electric motors shall be manufactured and tested in accordance with NEMA MG-1 as applicable, or listed by an organization currently recognized by OSHA as an NRTL. Documentation of NEMA MG-1 compliance shall be made available to the Buyer upon request.

C. Electrical equipment and devices for which there is a UL category code identifying product categories must be Listed or Labeled by an OSHA recognized NRTL.

1. The Canadian Standard Association (CSA) marking is currently recognized by OSHA as an NRTL when the label includes "US" or "NRTL" subscript.

2. The European Union "CE" marking, Directive 93/68EEC, is not currently recognized by OSHA as an NRTL marking.

3. The International Electrotechnical Commission (IEC) Standard 60529 for enclosures, (IPxx), is not currently recognized by OSHA as an NRTL label.

Note: for a list of approved NRTLs, see <http://www.osha.gov/dts/otpc/nrtl/>

D. Electrical equipment for which there is no listing category must be evaluated or tested using a method submitted to and approved by the Buyer prior to delivery of the equipment. A Field Evaluation performed by an NRTL prior to delivery is the preferred method for buyer approval.

E. Electrical equipment is also subject to the "Counterfeit Suspect Item Program".

10.5 Control of Graded Fasteners

The provisions stated below are the minimum Department of Energy requirements for high strength graded fasteners produced in compliance with national consensus standards (e.g., SAE, ASTM, ASME).

1. Fasteners shall exhibit grade marks and manufacturer's identification symbols (headmarks) as required in the specifications referenced in the Purchase Order/Contract Order.

2. Any fasteners supplied with headmarks matching those displayed on the attached Suspect/Counterfeit Fastener Headmark list, or facsimiles thereof, shall be deemed to be unacceptable under the terms of this Purchase Order/Contract Order.

[Suspect Bolt Head Marking Card](#)

[Suspect Stainless Steel Fastener Headmark List](#)

3. When requested by the Buyer, the Supplier shall provide a legible and reproducible copy of the manufacturer's Certified Material Test Reports (CMTR). These CMTRs shall report the values of the actual chemical and physical tests performed on the represented fastener lot/material heat. Fastener packaging/labeling shall be traceable by lot number or other positive means to the CMTRs.

4. Fasteners shall be inspected to verify compliance with the Purchase Order/Contract Order requirements. Additionally, fasteners may also be subjected to destructive testing.

5. When requested by the Buyer, the Supplier shall provide a Certificate of Conformance which must certify conformance and traceability of supplied materials to the subject Purchase Order/Contract Order. The document must be legible and reproducible.

10.6 Procurement of Potentially Suspect or Counterfeit Items

Notwithstanding any other provisions of this agreement, the Supplier warrants that all items provided to the Contractor shall be genuine, new and unused unless otherwise specified in writing by the Contractor. Supplier further warrants that all items used by the Supplier during the performance of work for the Hanford Site, include all genuine, original, and new components, or are otherwise suitable for the intended purpose. Furthermore, the Supplier shall indemnify the Contractor, its agents, and third parties for any financial loss, injury, or property damage resulting directly or indirectly from material, components, or parts that are not genuine, original, and unused, or not otherwise suitable for the intended purpose. This includes, but is not limited to, materials that are defective, suspect, or counterfeit; materials that have been provided under false pretenses; and materials or items that are materially altered, damaged, deteriorated, degraded, or result in product failure.

Types of material, parts, and components known to have been misrepresented include (but are not limited to) fasteners; hoisting, shackles, turnbuckles, cable clamps, wire rope, rigging, and lifting equipment; cranes; hoists; valves; pipe and fittings; electrical equipment and devices; plate, bar, shapes, channel members, and other heat treated materials and structural items; welding rod and electrodes; and computer memory modules. The Supplier's warranty also extends to labels and/or trademarks or logos affixed, or designed to be affixed, to items supplied or delivered to the Contractor. In addition, because falsification of information or documentation may constitute criminal conduct, the Contractor may reject and retain such information or items, at no cost, and identify, segregate, and report such information or activities to cognizant Department of Energy officials.

Supplier shall provide a written statement that "all items furnished under this Purchase Order/Contract Order are genuine (I.e., not counterfeit) and match the quality, test reports, markings and/or fitness for use required by the Purchase Order/Contract Order.

The statement shall be on supplier letterhead and signed by an authorized agent of the supplier.

Any materials furnished as part of this Purchase Order/Contract Order which have been previously found to be suspect/counterfeit by the Department of Energy shall not be accepted. For further information on suspect/counterfeit items, reference the Department of Energy (DOE) Guide DOE G 414.1-3

DOE Guide web address,

<http://www.directives.doe.gov/pdfs/doe/doetext/neword/414/g4141-3.pdf>

10.7 Certificate of Conformance

The Supplier shall provide a legible/reproducible Certification of Conformance. Supplier's authorized representative responsible for quality shall sign the Certification of Conformance.

This Certification of Conformance shall, as a minimum:

1. Identify the appropriate Purchase Order/Contract Order number under which the material, equipment, item or service is being supplied.
2. Each Order/shipment shall include a C of C unique to that shipment.
3. The quantity of each Line Item shipped shall be identified on the C of C.
4. The COC shall identify the specific procurement requirements to be met by the purchased item or service. The procurement requirements identified shall include any approved changes, waivers, or deviations applicable to the item or service.
5. For OCRWM-related items only, the COC shall also identify any procurement document requirements that have not been met together with an explanation and

- the means for resolving the nonconformances.
6. The COC shall be signed or otherwise authenticated by a supplier's representative. For Quality Level 1 & 2 and OCRWM-related items, the person signing the COC shall be the one who is responsible for this QA function and whose responsibilities and position are described in the supplier's QA program.

One copy of the documentation, unless otherwise specified, shall accompany the applicable item shipped. For subsequent shipments on this Purchase Order/Contract order, reference may be made to documentation provided with earlier shipments, instead of duplicating such documentation.

10.8 Recommended Spare Parts Listing

The Supplier shall submit, with or prior to item shipment, a recommended spare parts list. The list shall provide the name and address of the original supplier of the replacement part, and the part's drawings, specification, or catalog identity including applicable change or revision information.

11. List of Subcontract Attachments

The following attachments are hereby incorporated into and made a part of this Subcontract. They shall have the same force and effect as if written into the body of the Subcontract. SUBCONTRACTOR is responsible for downloading and complying with the applicable revision as identified below.

A hyperlink is provided for downloading the referenced General Provisions, Supplemental Provisions, On-Site Work Provisions and Preliminary Hazard Analysis:

<http://www.hanford.gov/chmpmm/?page=20&parent=12>

Attachment No.	Title	Revision	Date
1	Statement of Work #210693	-	06/02/10
2	Preliminary Hazard Assessment PHA ID: 32	-	12/05/08
3	WRPS General Provisions	1	05/22/09
4	WRPS Supplemental Provisions Firm Fixed Contract Type	0	11/20/08
5	DOL Wage Determination	-	TBD

The SUBCONTRACTOR shall acknowledge this document, as provided herein, regardless of dollar value, by signing below and returning a signed copy of this Subcontract. This signature represents certification that all submissions (including electronic) associated with this Subcontract award are accurate, current, and complete.

Authorizing Signatures:

Subcontractor

Washington River Protection Solutions, LLC

Name
Title
Phone: () -

Date

Steve A. Burrington
Procurement Specialist
Phone: (509) 376-1677